

JOINT CITY/IAFF PACKAGE PROPOSAL BASED ON SETTLEMENT
DISCUSSIONS ON JULY 9, 2009

ARTICLE 5 – UNION BUSINESS LEAVE

A. Effective July 14, 2009, the Union shall be authorized one hundred twenty (120), twenty-four (24) hour shifts of administrative leave annually. If utilizing shifts less than a 24 hour shift, those shifts will be counted hour for hour to fill a 24 hour shift. (Example: 3 eight hour shifts = one 24 hour shift). If the Union has not totally expended these 120 shifts of leave, they will be rolled over July 1 of every successive year. These rollover hours will not exceed a 240 shift maximum accrual. This paid administrative leave may be used by eligible members for official union business as defined by IAFF Local 1285. Any employee approved for the use of administrative leave by the Union must follow all Las Vegas Fire and Rescue Rules, Regulations and Standard Operating Procedures for requesting approval for leave from duty. Those employees and department supervisors will also be responsible for properly executing all payroll and time and attendance records related to the use of administrative leave.

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ARTICLE 17 - WAGES

A. The City and the Union agree that the wages paid eligible members shall be as shown in the City of Las Vegas Fire Classified Salary Schedule which is attached hereto and incorporated thereby as Attachment B of this agreement. This reflects a Cost of Living Allowance (COLA) equal to zero percent (0%) effective June 14, 2009.

Any increase to the Public Employees Retirement System contribution rate above the rate of 32% will be shared by the City and the employee, each paying 50% of the increase. An increase in the contribution rate from 32% to 33.5% occurred in or around July 2007, and was shared by the City and the employee. In consideration for agreement on a zero percent (0%) COLA in 2009, the City agrees to permanently suspend this PERS contribution split for the increase scheduled on or about July 11, 2009 from 33.5% to 37%, in lieu of a pay raise. Any future PERS contribution increase above the 37% will be subject to this contribution split.

Effective June 27, 2010, and in accordance with NRS 288.180 the City and/or Union may request to re-open Article 17, paragraph A, and the related Salary Schedule attachment.

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ARTICLE 22 - MEDICAL BENEFITS

A. The City and the Union agree that the City will pay part of the cost of the employees' and dependents' hospitalization and health insurance plan as set forth in the LAS VEGAS FIREFIGHTERS HEALTH AND WELFARE TRUST AGREEMENT. The aforementioned cost that the City will pay shall not be in excess of either the actual cost of the Trust's insurance coverage or the amount set forth below, whichever is less per covered employee.

Effective June 14, 2009 on a monthly basis, the City will pay per covered employee that is a member of the Trust: Four hundred fifty dollars (\$450.00) per pay period.

Effective June 19, 2005, The City will contribute on a bi-weekly basis, forty-five dollars (\$45) per employee, per pay period to the Trust for retiree medical benefits.

Effective June 27, 2010 and in accordance with the NRS 288.180, the City and the Union agree to re-open Article 22 to negotiate the cost the City pays to the Las Vegas Firefighter Health & Welfare Trust.

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NEW ARTICLE Educational Incentive

During this contract, eligible employees may elect to participate in either the City's Tuition Reimbursement Program or, at their option, the educational incentive outlined below, but not both. Employees who have tuition reimbursement prior to August 1, 2009, will be eligible for this educational incentive. Employees currently participating in tuition reimbursement, may receive benefits for any classes they are currently attending. After August 1, 2009, employees must choose either tuition reimbursement or the educational incentive. Once the employee decides between tuition reimbursement and the educational incentive, that decision cannot be changed.

Employees opting to receive the Educational Incentive payments during a Contract Year who are in possession of an Associate's Degree from an accredited college or university during the entire Contract Year shall receive a sum of \$525.00 in addition to his/her annual salary for that Contract Year.

Employees opting to receive the Educational Incentive who are in possession of a Bachelor's Degree from an accredited college or university for the entire Contract Year shall receive a sum of \$1,050.00 in addition to his/her annual salary for that Contract Year.

Employees opting to receive the Educational Incentive who are in possession of a Master's Degree or higher from an accredited college or university for the entire Contract Year shall receive a sum of \$1,300.00, in addition to his/her annual salary for that Contract Year.

These amounts will be paid in a separate check in the first pay period of the July following each Contract Year. There shall be no Educational Incentive beyond the 6/27/2010 – 6/25/2011 Contract Year unless agreed to by the parties in writing.

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New Language

The parties agree that the following procedures will be followed when developing promotional eligible lists and selecting applicants from those lists. These procedures will affect promotional recruitment only.

1. The promotional eligible list will be arranged by score, from highest score to lowest score. Employees will be notified of their final score and their placement on the list.
2. The top five (5) or 25% (whichever is greater) scoring candidates on an eligible list will be available to the department to fill vacant positions. The 25% calculation will be rounded down rather than up (25% of 15 would be rounded down to 3).
3. The promotional list will be arranged by score, from highest score to lowest eligible score. Scores will be taken out to two decimal places, or to the nearest hundredth (ex. $89.512 = 89.51$, $79.346 = 79.35$). Scores will not be rounded to the nearest whole number; therefore, any score beneath 70.00 will be considered a failure. Employees will be notified of their final score and their placement on the list.
4. After a name has been removed from the list as a result of a promotion or other reason, the next highest scoring applicant will become eligible for selection.
5. In the case of tie scores, all names with the tie score will be considered as one.
6. The City will provide 45 days notice of the testing date for promotional recruitment. The 45 day notice will be given to the Union President for dissemination to current Fire employees.
7. A list of study materials will be given to applicants by Human Resources staff at time of application or upon request to Human Resources.
8. City of Las Vegas executive Fire personnel may be utilized for the oral board segment of the Battalion Chief and Captain assessment centers. The oral board will be considered a part of the examination and will be scored. Raters for all other segments of the assessment centers will not be from any local fire department. A representative of Local 1285 will be allowed to observe the initial training provided to oral board and assessment center members, exclusive of any actual test materials discussion.

The parties also agree that the 1992 Civil Service Rules will apply when not covered by an item listed above in this Article or superseded by the Collective Bargaining Agreement between IAFF Local 1285 and the City of Las Vegas. The 1992 Civil Service Rules shall not be used in any disciplinary action involving a Bargaining Unit member.

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ARTICLE 36 - DURATION OF AGREEMENT

A. This Agreement shall become effective June 14, 2009, at 0001 hours and shall run in full force and effect until June 25, 2011 at 2400 hours.

B. This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other in writing of the Article and/or Section of that Article they wish to negotiate in accordance with the time limits and procedures established in NRS 288.

C. Amendment of any Article may be mutually agreed upon and shall become effective on the agreed upon date.

D. NRS 288 procedures for impasse shall apply.

TA SIGNATURE

The parties hereby conclude collective bargaining and execute this tentative agreement on all remaining issues.

DEAN FLETCHER, IAFF
CHIEF NEGOTIATOR

BRENT PROFAIZER
CITY OF LAS VEGAS
CHIEF NEGOTIATOR

DATE _____

DATE _____